



**DeKalb County
Department of Purchasing and Contracting**



REQUEST FOR PROPOSALS (RFP) NO. 16-500399

FOR

**COLLECTION ASSISTANCE IN THE RECOVERY OF DELINQUENT
ACCOUNTS (MULTI-YEAR CONTRACT)**

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Deadline for Receipt of Questions: April 12, 2016
Deadline for Submission of Proposals: April 21, 2016

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP TO THE DEPARTMENT OF PURCHASING AND CONTRACTING OF DEKALB COUNTY GOVERNMENT ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

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**DeKalb County
Department of Purchasing and Contracting**

Maloof Administration Building, 1300 Commerce Drive, 2nd Floor, Decatur, Georgia 30030

March 31, 2016

REQUEST FOR PROPOSAL (RFP) No. 16-500399

FOR

**COLLECTION ASSISTANCE IN THE RECOVERY OF DELINQUENT ACCOUNTS
(MULTI-YEAR CONTRACT)**

DEKALB COUNTY, GEORGIA

DeKalb County Government (the County) requests qualified individuals and firms with experience in financial collection to submit proposals for consultation and administrative services for RFP 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract).

I. INTRODUCTION

A. General Information

The County is seeking a comprehensive solution from multiple Respondents qualified to provide high-quality service collecting outstanding County accounts receivables as specified herein. The delinquent accounts receivable shall include water and sewer charges for residential and commercial properties. While it is possible that a single Respondent could be chosen to address all of the requirements herein, the Department of Finance plans to award multiple contracts. Therefore, the County reserves the right to select separate Respondents and/or law practitioners for different collection services or a single Respondent for all collection purposes. In your Technical Proposal, please identify the type(s) of collections performed, i.e., commercial and/or residential. Qualified Respondents shall provide collection services for monetary amounts owed to DeKalb County from current or previous customers on utility accounts. The Department of Finance is looking for relationships with agencies possessing track records with strong communications, innovative techniques and a considerable presence in the collections industry.

B. Independent Contractor

The Respondent shall be an independent contractor and shall be solely responsible for all

actions of its employees. The Respondent shall be responsible from the time of signing the contract, or from the time of the beginning of the first work whichever shall be the earlier, for all injury or damage of any kind resulting from this work to persons or property including employees and property of the County.

C. Assignment

The Respondent shall not assign, subcontract or transfer any accounts placed in Respondent's temporary custody to any company or agency which is not a wholly owned subsidiary under direct control of the Respondent or any company or agency not approved by the County as meeting the terms of this RFP and the terms of the contract between the Respondent and the County.

D. Contract Term

The term of the agreement shall not exceed sixty (60) calendar months from and including the date of commencement provided in the received Notice to Proceed. Unless terminated earlier in accordance with the termination provisions of the resulting contract, the contract shall automatically renew, on January 1st of each year, with no further renewals on December 31, 2021.

The proposed rate(s) shall be guaranteed for the life of the resulting contract.

II. BACKGROUND

Utility Customer Operations (UCO) Vision and Mission:

DeKalb County was founded in 1822 and named in honor of Johann Baron de Kalb. DeKalb was established as Georgia's 56th County and is situated on a natural ridge that runs between Atlanta and Athens, the Continental Divide. DeKalb County cities include: Avondale Estates, Chamblee, Clarkston, Decatur, Doraville, Dunwoody, Lithonia, Pine Lake and Stone Mountain. DeKalb County has a population over 722,161 (as of July 2014 – U.S. Census Bureau). DeKalb County is Georgia's most culturally diverse County with over 64 spoken languages.

The DeKalb County Revenue Protection Unit is under Utility Customer Operations (hereinafter referred to as "UCO"). The unit's primary function is to fully engage in revenue protection and collections activities by leveraging municipal code along with other related policies, procedures and processes to increase compliance while maintaining superior customer service.

The DeKalb County Utility Customer Operations processes approximately 101,000 utility bills per month. There are currently six (6) payment options offered by the Utility Customer Operations Department:

- ACH Payment Method
- Pay By Phone
- Online Payment

- Alternative Walk-In Payment Locations
- Payment by Mail
- Night Depository

III. STATEMENT OF WORK

The Respondent shall describe fully the collection procedures to be used in collection of County's referred accounts. Implementation of collections shall not occur until Respondent's collection procedures have been approved by the County in writing, to ensure that such procedures are ethical and lawful, and giving no misrepresentation of authority. DeKalb County would like to select a partner that shall provide innovative methodologies, which shall lead to streamlining operations and collecting on outstanding debt.

A. Description of Tasks

The DeKalb County Utility Customer Operations, on an annual basis, generates approximately 1,212,100 invoices with an approximate dollar value of \$268,350,000 for debts incurred by the general public. Of this totaling, there are approximately 307,270 active customers. The Total Outstanding Accounts Receivable balance over 90 days is 23 percent of the total dollar value owed to the County, approximately \$61,200,000. The successful responder shall be involved in the collection of the following:

1. The primary function of the Respondent will be to collect on delinquent accounts for the County services below:

Service	Number of Customers	A/R Balance > 90 Days
Water/Sewer Residential	254,400	\$46,200,000
Water/Sewer Commercial	6,500	\$15,000,000

2. The secondary function of the Respondent will be to collect on delinquent accounts for the County services below, when applicable:

Service	Number of Customers	A/R Balance > 90 Days
Sanitation Residential	20	\$900
Sanitation Commercial	10,000	\$3,200,000
Fats, Oils & Grease	2,300	\$82,000
Airport	450	\$90,400
Miscellaneous Billings	33,600	\$1,009,000

B. Minimum Requirements

To be considered for recommendation, potential responders shall comply by meeting or exceeding the minimum performance requirements set forth below. All requirements need to

be addressed by indicating a “Yes” or “No”. If a Respondent does not meet the minimum requirements, indicating a “No”, an explanation is required:

Description	Yes	No
1. Respondent must have been in continuous business for a minimum of ten (10) years.		
2. Respondent must have been providing collection services to governmental clientele for at least five (5) years.		
3. Respondent must have been providing collection services to governmental clients of comparable size to DeKalb County.		
4. Respondent acknowledges that the information is confidential and shall not be used or maintained by the provider without the specific permission of the County.		
5. Services must be Customer Information System (CIS) agnostic and provide a means for secure data transmission and confirm receipt of data.		
6. Respondent must provide a confirmation of receipt of the file transmission based on the frequency that files are transmitted between both parties (ex. daily, weekly, monthly, quarterly, etc.) for customer information data processing.		
7. The Respondent must provide unlimited customer support to County personnel during Respondent’s business hours.		
8. The Respondent must provide procedures for outside-business-hours (5pm – 9pm) support.		
9. The Respondent must provide a list of company holidays.		
10. The Respondent must provide contact points for customer service.		
11. The Respondent’s staff should include services for handling bilingual collection.		
12. The Respondent must be PCI-DSS (Payment Card Industry Data Security Standard) Compliant, ensuring that all cardholder data processed is safe and secure at all times. (as applicable)		
13. The Respondent must allow access to view account activity on-line via remote access. This remote activity program can be accessed through the internet using a standard browser.		
14. The Respondent’s collection procedures shall include, but are not limited to, use of telephone contact, direct mail contact and skip tracing efforts.		
15. The Respondent will report the debt to the appropriate debtor’s credit bureau file after all collection efforts have been exhausted by DeKalb County between (0-90 days) and the 3 rd Party Collection Agency between (91 – 180 days).		
16. Delinquent accounts previously managed by DeKalb County exceeding 181 days will automatically be reported to the appropriate debtor’s credit bureau by either the 3 rd Party Collection Agency or by DeKalb County’s Revenue Protection Unit. This includes instances in which the debtor refuses to pay the debt or fails to keep payment arrangements within the parameters. The Respondent agrees.		
17. The Respondent shall follow County collection policies and procedures which are established by the Revenue Protection Manager and the Deputy Director of Finance or any other designee.		

18. The Respondent shall notify the County in writing with an accompanying report outlining the recommended delinquent accounts to be reported to the three national credit bureaus. Any breaches of this matter may result in termination of the contract.		
19. The Respondent shall guarantee the confidentiality, security, and safety of all files, documents, and computer files. Any breaches of this matter may result in termination of the contract.		
20. The Respondent must fully comply with the Federal Fair Debt Collection Practices Act (FDCPA) and all other Federal, State and local laws pertaining to debit, credit and collection. Click Here for the Federal Fair Debt Collection Practices Act.		
21. The Respondent must only communicate with a residential customer account after 8 o'clock antemeridian and before 9 o'clock postmeridian, at the customer's place of residence. The Respondent can use cell phone numbers and other means of communication to contact the delinquent account owner during the aforementioned timeframe. Any breaches of this matter may result in termination of the contract. Click Here to view the FDCPA Calls Per Day: Section 1692c regulates collector calls.		
22. The Respondent must only communicate with a commercial customer account during the business hours of 8 o'clock antemeridian and before 9 o'clock postmeridian, at the customer's place of business. The Respondent can use cell phone numbers and other means of communication to contact the delinquent account owner. Any breaches of this matter may result in termination of the contract. Click Here to view the FDCPA Calls Per Day: Section 1692c regulates collector calls.		
23. The Respondent must not communicate with the residential account at his or her place of employment. Any breaches of this matter may result in termination of the contract.		
24. The County will not bear any additional expenses to the Respondent, subcontractor, subsidiary or any other third party used by the Respondent in the scope of this project. The Respondent accepts responsibility for any additional expenses.		
25. The Respondent must invoice the County for payment on the 15 th of each month for the preceding month's collection activity.		
26. The County reserves the right to perform regular and unscheduled audits. The Respondent agrees.		
27. The Respondent shall provide two types of status reports on a monthly basis, which must be received by the County on the 15th of each month following each month end. These reports shall be provided electronically. Monthly Debtor Status Report: Date County mailed closing bill to customer Turnover Date Customer name and account number Customer mailing address Address where debt was incurred Beginning balance Current balance Payment amount and status (partial payment or paid in full) Monthly Revenue Collection Report: Placement in number and dollar volumes		

Gross collections in dollars and percentages matched versus month account was placed Collection fees in dollars and percentages Beginning balance Current balance Dollar amount of each payment received which is due the County Remaining individual customer account balance, if any		
28. The Respondent shall submit electronic and written reports (through December 31 st) reflecting activity for the previous year which must be received by the County on the 15 th of the month following each year end. Annual Recap of Monthly Revenue Collection Report: Total number of accounts submitted for collection Total dollar amount of accounts submitted for collection Total dollar amount collected on accounts during the year Total dollars collected in response to letter service Total collected through regular collections Total accounts requiring legal action Total dollars collected as the result of legal action Grand total of dollars paid to the County Grand total of collections cost dollars paid to agency An additional report will be provided if and when requested by the Revenue Protection Manager or any other designee		
29. The Respondent will submit reports to the Revenue Protection Manager and or any other designee.		
30. The Respondent shall not initiate any action beyond the terms of the contract or any form of legal action without express written permission of the County.		
31. The Respondent shall provide written recommendations quarterly on how the County can reduce future outstanding balances.		
32. The Respondent agrees to employ courteous business practices in accordance with County-provided overall guidance on the conduct of the collection service, as said guidance will reflect the County's policies and reputation.		
33. The Respondent shall also provide updates to the County on changes in Federal, State, and local laws related to credit and collections such as monthly copies of Credit-Alert.		
34. The Respondent shall not subcontract any work without prior written consent of the DeKalb County Utility Customer Operations.		
35. The Respondent must designate a Project Manager for the County's account, who will be the County's primary contact at the agency.		
36. The Respondent must exhaust or make every effort to collect the outstanding balance within a year. If this payment plan is made outside those parameters, the Respondent must obtain the County's approval extending the payment plan beyond one year from the date of initiation of the payment plan.		
37. The Respondent must provide a list of all disputed accounts, in order for the County to complete a review of all such accounts.		
38. The Respondent shall provide a copy of SAS 70-Type II or its successor, the SSAE16, to the County one month prior to December 31 of each year. (Please submit a current copy of these documents with your technical proposal).		
39. The Respondent shall provide sample copies of a first dunning letter, second dunning letter, and final dunning letter, if applicable.		

40. The Respondent shall provide an explanation or description of how dunning letters will be delivered to the customer (i.e. email, certified mail, etc.).		
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C. Account Collections: Deposits and Reporting

Full payments made directly to the County by debtors on referred delinquencies being worked by the Respondent shall be deposited by the County. The County will update the CIS system with full payment details as well as submit a collections payment report to the Respondent with all relevant information. The County will also remit payment due to the Respondent based on the contractual percentage on the full amount received.

Partial payments made directly to the County by debtors on referred delinquencies being worked by the Respondent shall be deposited by the County. The County will update the CIS system with partial payment details as well as submit a collections payment report to the Respondent with all relevant information. The County will also remit payment due to the Respondent based on the contractual percentage on the partial amount received. The Respondent remains responsible for ensuring balance is paid in full for an existing delinquent account on which a debtor made a partial payment directly to the County.

For full payments made directly to the Respondent, the Respondent subtracts the contractual percentage due, and then remits remaining funds to the County. The County will update the CIS system with full payment details.

For partial payments made directly to the Respondent, the Respondent subtracts the contractual percentage due, and then remits remaining funds to the County. The County will update the CIS system with partial payment details. The Respondent still remains responsible for ensuring the customer balance is paid in full for an existing delinquent account on which a debtor made a partial payment directly to the Respondent.

The Respondent shall have the right to review the County's payment records on all referred accounts.

D. Settlements/Suspended Collection Efforts

The Respondent will refer to the DeKalb County Settlement Policy when settling on accounts for less than the amount owed. The County may, however, reduce, cancel or suspend action against referred accounts or items on an individual basis with no cost accruing to the County. The Respondent shall suspend collection efforts on a referred account upon written notice from the County. If the Respondent considers an account uncollectible, that account will be returned to the County with a recommendation and explanation as to whether the account should or should not be adjusted from the County's receivables. If the account is adjusted or uncollectible, the Revenue Protection Manager will work with the accounting department to determine if the account should be written off. DeKalb County writes off accounts in cases of bankruptcy and balances beyond seven (7) years. The Respondent has no authority to cancel any claim or account and shall receive no compensation for uncollected accounts.

E. Depositing Collections

The Respondent must make remittances once a month through ACH to the County of all monies collected with sufficient reporting itemizing by debtor's name, type of account, account number, date, and amount paid. This deposit report will be both paper and via data transmission in a format(s) agreeable by the Respondent and the County. Because the County's departments use different invoicing systems, it may be necessary to receive report(s) in different formats. Any items deposited by the Respondent and later returned non-sufficient funds (NSF); account closed, etc. will be the responsibility of the Respondent.

F. Payments to the Respondent

No payments will be made to the Respondent at the contractual rate for collections on deposits for a minimum of ten (10) days. This period of time allows all checks to clear the bank. No payment will be made on bad checks or returned items. Requests for payments will be initiated by the Respondent monthly and sent to the referring department for verification and payment. The Respondent shall receive the contractual rate for only those monies collected for account delinquencies actually referred. Requests for payment will be accompanied by copies of the deposit report described above and copies of payment receipts sent by the County to the Respondent, or will make reference to specific deposit reports or customer payments. The County will issue a check to the Respondent based upon the agreed upon percentage. All collections are to be sent to DeKalb County for our redistribution to the Respondent.

G. Reports to the County

The Respondent shall furnish electronic reports to the referring department, Revenue Protection Unit. ***See Section III. B. page 8*** in the Minimum Requirements for a description of the reports. A sample of such reports shall accompany the proposal submitted to the County.

Acknowledgement within ten (10) working days of referred accounts indicating total number of accounts and balances assigned.

Monthly performance analysis of assigned accounts indicating the total number and dollar value of accounts placed for the month, as well as the total placement in number and dollar value during the contract period. This report shall also reflect the gross amount of dollars collected for each individual monthly placement as well as total cumulative collections during the contract period. Cancelled and returned accounts and current inventory should also be reported in number and amount for each individual monthly placement as well as on a cumulative basis for the contract period.

Monthly inventory of all referred accounts indicating the debtor's name, County account number, date referred, balance referred, balance outstanding and status of account. This report shall be submitted in an ascending numeric sort by account number.

Monthly inventory of all referred accounts indicating debtor's name, County account number

and balance outstanding that the Respondent considers uncollectible. Each account should have an explanation for its uncollectible status. The same format for reporting submission of the monthly inventory of referred accounts shall apply to monthly reporting of uncollectible accounts.

Monthly inventory of all referred accounts indicating debtor's name, County account number, outstanding balance and any other information that the Respondent reports to the credit bureau. The same format for reporting submission of the monthly inventory of referred accounts shall apply to monthly reporting of accounts reported to the credit bureau.

Upon request, the Respondent shall document its efforts to collect any specific account.

Daily and cumulative deposit reports of collections listing debtor's names, type of account, account number and amount paid. These reports shall also be submitted in the above-described numeric sort by account number and the alphabetical sort formats.

H. County Audits and Record Inspections

The Respondent shall maintain a file for each referred account showing collection efforts, the original balance, remaining balance and collections remitted to the County.

The County shall have the right to inspect such records at any time without prior notice. The County reserves the right to confirm the accuracy of all payment information furnished by the Respondent by contacting the debtor directly. If the Respondent's reports used for reporting are not satisfactory to the County's referring department, then the County's referring department shall have the right to prescribe forms or the format to be used by the Respondent.

The Respondent must return all account records to the referring department within thirty (30) days following the end of the contract period.

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

An audit will be conducted by the County's auditors following the end of the contract period and any funds not properly paid to the County will be reimbursed to the County by the Respondent.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of

business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

I. General Information

For an established utility service with DeKalb County, delinquent accounts are subject to disconnect and the County will terminate their service until an arrangement is made or full restitution is received. Before accounts are placed with an outside collections agency, internal collection efforts are made for ninety (90) days in an attempt to collect outstanding balances after termination of service. This only includes accounts in the INACTIVE status.

DeKalb County will provide data in an agreed upon electronic format with all the relevant information to the awarded Respondent on a monthly basis. This electronic format will be platform independent; comma delimited and can be imported into any database or Excel/Excel-like program. The Respondent is responsible for performing skip traces when telephone and address isn't current. All collection efforts will be for all accounts in the Utility Customer Operations portfolio.

IV. PROPOSAL FORMAT

Responders are required to submit their proposals in the following format:

A. Cost Proposal

1. The cost proposal must be submitted in a separate, sealed envelope with the responder's name and "Cost Proposal for Request for Proposals No. 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)" on the outside of the envelope.
2. The sealed envelope containing the cost proposal is requested to be included in the sealed package containing the technical proposal.
3. **DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.** Including fees in any area outside of the Cost Proposal in its separate, sealed envelope may result in Responder's proposal being deemed non-responsive.
4. Responders are required to submit their costs on Attachment A, *Cost Proposal Form*. **Responder shall not alter the Cost Proposal Form.**

B. Technical Proposal

- 1. DO NOT INCLUDE ANY COSTS OF ANY KIND IN THE TECHNICAL PROPOSAL.**
2. Technical Proposals must be submitted in a sealed envelope(s) or box(s) with the responder's name and "Request for Proposals No. 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)" on the outside of each envelope or box.
3. Responder shall complete Attachment B, *Proposal Cover Sheet*, and include this as the first page of the technical proposal.
4. Technical Approach:
 - a. Responders are required to describe the procedures and methods that shall be used to achieve the required outcome of the project as specified herein. Specifically, please describe your agency's collection methodology detailing each collection tool employed by your firm. Describe any innovative techniques used in your collection efforts.
 - b. Include a listing of the County's responsibilities and the Responder's responsibilities required to complete the project; and
 - c. Provide a project schedule at the task level starting with the receipt of the Notice to Proceed and ending with project completion.
 - d. Provide a flowchart detailing the collection process, timelines, follow-up triggers and actions, including but not limited to collection or reporting process to the national rating agencies.
 - e. Provide a guideline/timetable for delinquent revenue collection and the time period required for each account listed.
 - f. If you are a law practitioner and possess the ability to garnish wages, please identify the types of collections performed, i.e., commercial and/or residential.
 - g. Provide insight into the collection effort given to recover assets such as geographical service area and an outline of the agency's collection rate.
 - h. Describe in detail how security is handled for information shared between the Respondent and the County via email or online.
 - i. Provide insight on data storage technology, whether data is stored in multiple software environments or platforms in case of security data breaches.
 - j. Describe your data security digital privacy protection measures that are applied to prevent unauthorized access to computers, databases and website.
 - k. Describe your ability to connect to a Customer Information System (CIS) and provide means for secure data transmission. Respondent must be capable of accepting and sending flat file export of daily, weekly or monthly information.
 - l. Respondent must provide a full assessment of what technical assistance is needed from the County during start-up and ongoing for daily operations.
5. Project Management:
 - a. Describe how the project will be organized and managed;
 - b. Describe progress reporting procedures for the project;
 - c. Include the anticipated use of subcontractors or Respondents; and
 - d. Describe the resources necessary to accomplish the purpose of the project.

- e. Provide a guideline regarding the hours and range within Eastern Standard Time for agents, joint venture partners and/or sub-contractors to contact delinquent commercial and residential accounts.
- f. Provide details regarding the legal steps used to recover assets.
- g. Provide sample copies of the agency's current monthly statement of accounts to clients. This monthly statement should include the following information:
 - i. Date of customer payment
 - ii. The County's account number for that customer
 - iii. Customer's name and date assigned
 - iv. Date the County mailed closing bill to customer
 - v. Address where debt was incurred
 - vi. Payment amount and status (partial payment or paid in full)
 - vii. Dollar amount of each payment received which is due to the agency to cover the collection fee
 - viii. Dollar amount of each payment received which is due the County
 - ix. Remaining individual customer account balance, if any
 - x. Where payment was made to the agency or the County
 - xi. Provide summary totals for items (viii, ix, and x)
- h. Provide sample copies of your agency's current Annual Recap of Monthly Collection Activity. This report should include the following information:
 - i. Total number of accounts submitted for collection
 - ii. Total dollar amount of accounts submitted for collection
 - iii. Total dollar amount collected on accounts during the year
 - iv. Total dollars collected in response to letter service
 - v. Total collected through regular collections
 - vi. Total accounts requiring legal action
 - vii. Total dollars collected as the result of legal action
 - viii. Grand total of dollars paid to the County
 - ix. Grand total of collections cost dollars paid to agency

6. Personnel:

- a. Identify project manager and all individuals who will be part of the project team;
- b. Include any outside personnel, such as subcontractors.
- c. Provide detailed resumes of team members and subcontractors who will be directly working on the project.

7. Organizational Qualifications:

- a. Describe Responder's experience, capabilities and other qualifications for this project;
- b. Identify the type(s) of collections performed, i.e., commercial and/or residential;
- c. State whether or not Responder possesses the legal ability to garnish wages;
- d. How many years has Responder operated under current company name?
- e. Has Responder ever been debarred, suspended, proposed for debarment, and

declared ineligible or voluntarily excluded by any Federal department or agency from doing business with a county, state, federal or any other governmental entity? If so, please explain.

8. Financial:

- a. Responder must provide financial statements for the last five (5) years that evidences the responder's financial capabilities to perform the statement of work. (Audited statements are preferable but a minimum of balance sheet, income statement and cash flow statement may be accepted.) Provide year of incorporation.

9. References:

- a. Responder shall provide five (5) references for each prime contractor for projects similar in size and scope to the project specified herein using the *Reference and Release Form* attached hereto as Attachment C. In addition, describe services rendered and the collection results achieved.
- b. Provide five (5) references for each subcontractor proposed as a part of the project team. The references shall be for the same or similar types of services to be performed by the subcontractor (including LSBE-DeKalb and LSBE-MSA firms) on projects similar in size and scope to the project outlined in this RFP. Use Attachment D, Subcontractor Reference and Release Form. Make additional copies as needed.

10. Provide the following information: Are you a DeKalb County Firm? Yes/No.

C. Local Small Business Enterprise Ordinance

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). See Attachment E of this RFP. The County's *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) are included in the Request for Proposal (RFP), along with sample report forms (Exhibit C). The current DeKalb County List of Certified Vendors may be found on the DeKalb County website.

For details relative to DeKalb County's Local Small Business Enterprise Ordinance, contact the Contract Compliance Division at contract@dekalbcountyga.gov or 404.371.4795.

In order for a Proposal to be considered, it is **mandatory** that the *Schedule of Local Small Business Enterprise Participation, Minority Business Enterprise and Women Business Enterprise Opportunity Tracking Form* (Exhibit A) and *Letter of Intent to Perform as a Subcontractor or Provide Materials or Services* (Exhibit B) be completed and submitted with responder's proposal.

D. Federal Work Authorization Program Contractor and Subcontractor Evidence of Compliance

All qualifying contractors and subcontractors performing work with DeKalb County, Georgia must register and participate in the federal work authorization program to verify the work eligibility information of new employees. Successful responder(s) shall be required to register and participate in the federal work authorization program which is a part of Attachment F, *Sample County Contract*. In order for a Proposal to be considered, it is **mandatory** that the *Responder Affidavit*, Attachment G, be completed and submitted with responder's proposal.

V. CRITERIA FOR EVALUATION

The following evaluation criteria will be used as the basis for the evaluation of proposals.

- A. Technical Approach and Project Management -- 30 points
- B. Organizational Qualifications -- 15 points
- C. Personnel and Staff -- 15 points
- D. Cost -- 10 points
- E. Financial Responsibility and Summary Reporting -- 10 points
- F. References -- 10 points
- G. Litigation Procedures -- 10 points
- H. Local Small Business Enterprise Participation (Good Faith Effort) -- 10 points for LSBE/DeKalb; 5 points for LSBE/MSA -- **bonus**
- I. Optional Interview/Demonstration for Shortlisted Firm(s) -- 20 points -- **bonus**

VI. CONTRACT ADMINISTRATION

A. Standard County Contract

The attached sample contract is the County's standard contract document (see Attachment F), which specifically outlines the contractual responsibilities. All responders should thoroughly review the document prior to submitting a proposal. Any proposed revisions to the terms or language of this document must be submitted in writing with the responder's response to the request for proposals. Since proposed revisions may result in a proposal being rejected if the revisions are unacceptable to the County, responders should review any proposed revisions with an officer of the firm having authority to execute the contract. No alterations can be made in the contract after award by the Board of Commissioners.

B. Submittal Instructions

One (1) original Technical Proposal stamped "Original" and seven (7) identical

copies of the Technical Proposal; and one (1) Cost Proposal (see Section IV.A. for additional instructions regarding submittal of Cost Proposal) must be submitted to the following address no later than 3:00 PM EST, on Thursday, April 21, 2016.

DeKalb County Department of Purchasing and Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030

Proposals must be clearly identified on the outside of the packaging with the responder's name and "Request for Proposals No. 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)" on the outside of the envelope(s) or box(es).

C. Pre-Proposal Conference and Site Visit

None applicable. Neither a pre-proposal conference nor site visit(s) will be held.

D. Questions

Questions must be submitted to Randy Webb, via email to rwebb@dekalbcountyga.gov, no later than 5:00 PM EST on Tuesday, April 12, 2016. Questions and requests for interpretation received by the Department of Purchasing and Contracting after this date will not receive a response or be the subject of addenda.

E. Acknowledgment of Addenda

Addenda may be issued in response to changes in the RFP. It is the responsibility of the responder to ensure awareness of all addenda issued for this solicitation. Please acknowledge the addenda and submit to the Department of Purchasing and Contracting as requested. Responder may call Randy Webb at 404-371-2019 or send an email to rwebb@dekalbcountyga.gov to verify the number of addenda prior to submission. Addenda issued for this project may be found on DeKalb County's website, http://www.dekalbcountyga.gov/purchasing/pc_index_formal_solicitations.html.

F. Proposal Duration

Proposals submitted in response to this RFP must be valid for a period of One Hundred Twenty (120) days from proposal submission deadline and must be so marked.

G. Project Director/Contract Manager

The County will designate a Project Director/Contract Manager to coordinate this project for the County. The successful responder will perform all work required pursuant to the contract under the direction of and subject to the approval of the designated Project Director/Contract Manager. All issues including, payment issues, shall be submitted to the Project Director/Contract Manager for resolution.

H. Expenses of Preparing Responses to this RFP

The County accepts no responsibility for any expenses incurred by the responders to this RFP. Such expenses are to be borne exclusively by the responders.

I. Georgia Open Records Act

Without regard to any designation made by the person or entity making a submission, DeKalb County considers all information submitted in response to this invitation or request to be a public record that will be disclosed upon request pursuant to the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

J. First Source Jobs Ordinance

The DeKalb County First Source Jobs Ordinance requires contractors or beneficiaries entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more make a good faith effort to hire DeKalb County residents for at least 50% of jobs using the First Source Registry (candidate database). The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. For more information on this Ordinance requirement, please contact DeKalb Workforce Development at 404.687.3400.

Responder shall complete the First Source Jobs Ordinance Acknowledgement Form attached to this RFP as Attachment H.

K. Preferred Employees

Contractors, subcontractors, and independent contractors bidding on this contract will be **encouraged** by DeKalb County to have 25% or more of their labor force consisting of Preferred Entry Level Employees selected from the First Source Registry and trained by a U.S. Department of Labor registered apprenticeship program.

For information on Preferred Employees, please contact DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171.

Responder shall complete the Preferred Employee Tracking Form attached to this RFP as Attachment I.

L. Business License

Upon award of the contract, successful responder shall submit a copy of its valid company business license. If the responder is a Georgia corporation, responder shall submit a valid county or city business license. If the responder is not a Georgia corporation, responder shall submit a certificate of authority to transact business in the state of Georgia and a copy of its valid business license issued by its home jurisdiction. If responder holds a professional certification which is licensed by the state of Georgia, then responder shall submit a copy of its valid professional license. Any license submitted in response to this requirement shall be maintained by the responder for the duration of the contract.

M. Right to Audit

The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

N. Required Documents Checklist

Responder shall complete and submit the following documents with Responder's proposal. Attachment A, *Cost Proposal Form*, shall be submitted in a separate sealed envelope in accordance with the RFP, Section IV.A. All other documents are to be submitted in Responder's Technical Proposal.

Title	Proposal Page No.
Cost Proposal Form	Submit in a separate sealed envelope in

	accordance with the RFP, Section IV.A.
Proposal Cover Sheet	
Reference and Release Form (Prime)	
Reference and Release Form (Subcontractor)	
LSBE Schedule of Participation Opportunity Tracking Form	
Responder Affidavit	
First Source Jobs Ordinance Acknowledgement	
Preferred Employee Tracking Form	
Business License	
Acknowledgements for all addenda issued to this RFP	
Exceptions to Contract (if any)	

VII. AWARD OF CONTRACT

An evaluation committee will review and rate all proposals and may determine an interview list of the firms whose proposals are highest rated based on qualifications and information provided in Section IV, Proposal Format, and Section V, Criteria for Evaluation.

Short-listed firms may be scheduled for an oral presentation to the evaluation committee, not to exceed one hour's duration, in order to respond to questions from the evaluation committee relevant to the firm's proposal.

The evaluation committee will make its recommendation for award to the DeKalb County Board of Commissioners, who will make the final decision as to award of contract.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE INFORMALITIES, AND TO RE-ADVERTISE.

Sincerely,



Randy Webb
Procurement Agent

Department of Purchasing and Contracting

Attachment A:	Cost Proposal
Attachment B:	Proposal Cover Sheet
Attachment C:	Contractor Reference and Release Form
Attachment D:	Subcontractor Reference and Release Form
Attachment E:	LSBE/MBE/WBE Opportunity Tracking Form
Attachment F:	Sample County Contract
Attachment G:	Responder Affidavit
Attachment H:	First Source Jobs Ordinance Acknowledgement
Attachment I:	Preferred Employee Tracking Form

ATTACHMENT A

COST PROPOSAL FORM

(Page 1 of 2)

Request for Proposals No. 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)

Responder: Please complete the attached pages of the Cost Proposal Form, and return them with this cover page. The cost proposal must be submitted in a separate, sealed envelope with the Responder's name and "Request for Proposals No. 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with DeKalb County according to the Request for Proposal documents.

Please provide the following information:

Name of Firm: _____

Address: _____

Contact Person Submitting Proposal: _____

Title of Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

Signature of Contact Person

Title of Contact Person

ATTACHMENT A

COST PROPOSAL FORM

(Page 2 of 2)

Responder: State a FIRM, FIXED PERCENTAGE for all costs for each year: direct and indirect, administrative costs, and all things necessary for **Request for Proposals No. 16-500399** for **Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)**.

Fees shall be proposed as percentages of gross collections of collection items. Fees shall be charged only as a percentage of the gross amount of collection items actually collected. Such fees shall be paid only with respect to the amounts of collections actually remitted to the County.

The Cost Proposal shall identify any specific services for which it will not accept performance-based compensation. For these services, the Contractor shall identify the proposal means of compensation (i.e. fixed fees, hourly rates, cost-plus or other).

Year 1:

_____ % _____ %
(State the amount in writing on this line) (State amount in figures on this line)

Year 2:

_____ % _____ %
(State the amount in writing on this line) (State amount in figures on this line)

Year 3:

_____ % _____ %
(State the amount in writing on this line) (State amount in figures on this line)

Year 4:

_____ % _____ %
(State the amount in writing on this line) (State amount in figures on this line)

Year 5:

_____ % _____ %
(State the amount in writing on this line) (State amount in figures on this line)

ATTACHMENT B

PROPOSAL COVER SHEET

NOTE: Read all instructions, conditions and specifications in detail before completing this Request for Proposal.

Please complete and include this cover sheet with your technical proposal.

Company Name		Federal Tax ID#	
Complete Primary Address	County	City	Zip Code
Mailing Address (if different)	City	State	Zip Code
Contact Person Name and Title	Telephone Number (include area code)		
Email Address	Fax Number (include area code)		
Company Website Address	Type of Organization (check one) <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		
<p>Proposals for <u>Request for Proposals No. 16-500399 for Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)</u> described herein will be received in the Purchasing & Contracting Department, Room 2nd Floor, The Maloof Center, 1300 Commerce Drive, Decatur, Georgia 30030 on <u>April 21, 2016</u> until <u>3:00 p.m. (EST)</u>. Proposals shall be marked in accordance with the RFP, Section IV.</p> <p>CAUTION: The Decatur Postmaster will not deliver certified or Special Delivery Mail to specific addresses within DeKalb County Government. When sending bids or time sensitive documents, you may want to consider a courier that will deliver to specific addresses.</p>			
<p>Proposal Cover Sheet should be signed by a representative of Proposer with the authority to bind Proposer to all terms, conditions, services, and financial responsibilities in the submitted Proposal.</p>			
Authorized Representative Signature(s)		Title(s)	
Type or Print Name(s)		Date	

ATTACHMENT C

CONTRACTOR REFERENCE AND RELEASE FORM

(Page 1 of 2)

You must submit five (5) viable references with direct contract information that can verify your experience and ability to supply the services listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers, project name, and contract period. Failure to submit references with direct contact information may deem your bid non-responsive.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____
(Authorized Signature of Proposer)

Company Name _____ Date _____

ATTACHMENT D

REFERENCE AND RELEASE FORM (SUBCONTRACTOR)

You must submit five (5) viable references with direct contact information that can verify your experience and ability to supply the services listed in the solicitation. References must include company name, contact name, address, email address, telephone numbers, project name, and contract period. Failure to submit references with direct contact information may deem your bid non-responsive.

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

Company Name	Contract Period		
Contact Person Name and Title	Telephone Number (include area code)		
Complete Primary Address	City	State	Zip Code
Email Address	Fax Number (include area code)		
Project Name			

REFERENCE CHECK RELEASE STATEMENT

You are authorized to contact the references provided above for purposes of this RFP.

Signed _____ Title _____

(Authorized Signature of Responder)

Company Name _____ Date _____

ATTACHMENT E

Purchasing & Contracting Form No. 7, Page 1
Rev. 12-5-12

SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM

The Chief Executive Officer and the Board of Commissioners of DeKalb County believe that it is important to encourage the participation of small and local businesses in the continuing business of County government; and that the participation of these types of businesses in procurement will strengthen the overall economic fabric of DeKalb County, contribute to the County's economy and tax base, and provide employment to local residents. Therefore, the Chief Executive Officer and the Board of Commissioners have made the success of local small businesses a permanent goal of DeKalb County by implementing the Local Small Business Enterprise Ordinance.

PROVISIONS OF LOCAL SMALL BUSINESS ENTERPRISE (LSBE) ORDINANCE

Amount of LSBE Participation Required
20% of Total Award

	Request For Proposals (RFP)	Invitations To Bid (ITB)
LSBE Within DeKalb (LSBE-DeKalb)	Ten (10) Percentage Points	Ten (10) Percent Preference
LSBE Outside DeKalb (LSBE-MSA)	Five (5) Percentage Points	Five (5) Percent Preference

Certified Local Small Business Enterprises (LSBEs) located within DeKalb County and prime contractors utilizing LSBEs that are locally-based inside DeKalb County shall receive ten (10) percentage points in the initial evaluation of their response to any Request for Proposal and a ten (10) percent preference on all responses to any Invitation to Bid. Certified LSBEs located outside of DeKalb County but within the ten (10) County Metropolitan Statistical Area (MSA) consisting of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties shall receive five (5) percentage points in the initial evaluation of their response to any Request for Proposal and a five (5) percent preference on all responses to any Invitation to Bid.

For all qualified sealed solicitations, the Director of Purchasing and Contracting, DeKalb County Government, shall determine if the bidder/proposer has included written documentation showing that at least twenty percent (20%) of the total contract award will be performed by a certified LSBE. This written documentation shall be in the form of a notarized Schedule of LSBE Participation (Attached hereto as Exhibit "A"). For all contracts, a signed letter of intent from all certified LSBEs describing the work, material, equipment and/or services to be

performed or provided by the LSBE(s) and the agreed upon dollar value shall be due with the bid or proposal documents and included with Exhibit "A". The certified vendor list compiled by the Contract Compliance Division, Purchasing and Contracting Department, DeKalb County Government establishes the group of Certified LSBE's from which the bidder/proposer must solicit subcontractors for LSBE participation.

Contractors failing to meet the LSBE benchmark must document and demonstrate Good Faith Efforts in accordance with the attached "Checklist for Good Faith Efforts" portion of "Exhibit A." Failure to achieve the LSBE benchmark or demonstrate good faith efforts may result in a bid or proposal being rejected. The notarized Schedule of LSBE Participation shall be due and submitted with each bid or proposal. Failure to complete and submit the notarized Schedule of LSBE Participation will result in a bid or proposal being rejected.

Upon award, Prime Contractors are required to submit a report detailing LSBE/Sub-Contractor usage with each request for payment and not less than on a monthly basis. Prime Contractors are also required to certify that all sub-contractors have been paid within seven (7) days of the Prime's receipt of payment from the County. Failure to provide requested reports/documentation may constitute a material breach of contract, entitling the County to terminate the Contract for default or pursue other remedies. LSBE sub-contractors must submit a detailed report of their sub-contracting activity for each County contract they participate in. Sample Report Forms are attached as Exhibit C.

For eligible bids over \$5,000,000.00, The Director of Purchasing and Contracting or designee will determine if the Mentor-Protégé provision of the Ordinance will apply.

It is the objective of the Chief Executive Officer and Board of Commissioners of DeKalb County to provide maximum practicable opportunity for all businesses to participate in the performance of government contracts, including Local Small Business Enterprises (LSBE), Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). To achieve this purpose, the County would like to track and record information about participating vendors. The attached "Exhibit A," also records who performs work and renders services to the County. Contractors are requested to indicate whether they are a LSBE, MBE or WBE and list the level of participation by subcontractors designated as such on each solicitation.

“EXHIBIT A”

**SCHEDULE OF LOCAL SMALL BUSINESS ENTERPRISE PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

As specified, Bidders and Proposers are to present the details of LSBE, MBE AND WBE participation below:

PRIME BIDDER/PROPOSER _____ SOLICITATION NUMBER: ITB No. 14-100416

TITLE OF UNIT OF WORK – Marketing and Instruction for Jobseeker Workshops

1. My firm, as the prime bidder/proposer on this unit of work, is a certified (check all that apply):
____LSBE-DeKalb ____LSBE-MSA ____MBE ____ WBE.
2. If you are a Certified LSBE, MBE or WBE, please indicate below the portion of work (including the percentage of the amount bid/proposal) that your firm will carry out directly: _____.
3. If the prime bidder/proposer is a joint venture, please describe below the nature of the joint venture and level of work and financial participation to be provided by the LSBE, MBE or WBE joint venture firm.

4. List the LSBE, MBE, and/or WBE subcontractors and/or firms (including suppliers) to be utilized in this contract, if awarded. No changes can be made in the subcontractors listed below without the prior written approval of the County. Copy the following page and list additional subcontractors, if necessary. Please attach a signed letter of intent from all certified LSBEs describing the work, materials, equipment or services to be performed and/or provided and the agreed upon dollar value. A Letter of Intent form is attached hereto as Exhibit “B”.

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

Name of Company	
Address	
Telephone	
Fax	
Contact Person	
Indicate all that apply and attach proof of certification: LSBE-DeKalb/LSBE-MSA/MBE/WBE	
Description of services to be performed	
Percentage of work or estimated contract award amount to be performed	

DEKALB COUNTY
CHECKLIST FOR GOOD FAITH EFFORTS

A bidder/proposer that does not meet the County's LSBE participation benchmark is required to demonstrate that it made "good faith efforts." Please indicate whether or not any of these actions were taken:

	Yes	No	Description of Actions
1.			Advertisement for solicitation of Local Small Business Enterprises in general circulation media, trade association publications, and minority-focus media, to provide notice of sub-contracting opportunities.
2.			Advertisement in general circulation media at least seven (7) calendar days prior to bid or proposal opening any and all sub-contractor opportunities. Proof of advertisement must be submitted with the bid or proposal.
3.			Provided interested LSBEs with timely, adequate information about the plans, specification, and other such requirements of the contract to facilitate their quotation and conducted follow up to initial solicitations.
4.			Provided written notice to LSBEs that their interest in sub-contracting opportunities or furnishing supplies is solicited. Provide a contact log showing the name, address, email and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, the name and title of the person making the effort and the amount of the quoted price if one was obtained.
5.			Efforts were made to divide the work for LSBE subcontracting areas likely to be successful and to identify portions of work available to LSBEs consistent with their availability. Include a list of divisions of work not subcontracted and the corresponding reasons for not including them. The ability or desire of a bidder/proposer to perform the contract work with its own organization does not relieve it of the responsibility to make good faith efforts on all scopes of work subject to subcontracting.
6.			Efforts were made to assist potential LSBE

			subcontractors meet bonding, insurance, or other governmental contracting requirements. Where feasible, facilitating the leasing of supplies or equipment when they are of such a specialized nature that the LSBE could not readily and economically obtain them in the marketplace.
7.			Utilization of services of available minority community organizations, minority contractor groups and other organizations that provide assistance in the recruitment and placement of LSBEs.
8.			Communication with the Contract Compliance Division seeking assistance in identifying available LSBEs.
9.			Explored Joint venture opportunities.
10.			Other Actions (specify):

Please explain all “no” answers above (by number):

This list is a guideline and by no means exhaustive. The County will review these efforts, along with other documents, to assess the bidder/proposer’s efforts to meet the County’s LSBE Participation benchmark. If you require assistance in identifying certified, bona fide LSBEs, please contact the Purchasing and Contracting Department, Contract Compliance Division at 404.371.4795. A copy of the list of LSBEs certified by the DeKalb County Government, Purchasing and Contracting Department, Contract Compliance Division is available on our website at <http://www.dekalbcountyga.gov/>.

**DEKALB COUNTY LOCAL SMALL BUSINESS ENTERPRISE
SCHEDULE OF PARTICIPATION
MINORITY/WOMEN BUSINESS ENTERPRISE OPPORTUNITY TRACKING FORM**

Bidder/Proposer Statement of Compliance

Bidder(s)/Proposer(s) hereby state that they have read and understand the requirements and conditions as set forth in the objectives and that reasonable effort were made to support the County in providing the maximum practicable opportunity for the utilization of LSBEs consistent with the efficient and economical performance of this contract. The Bidder and any subcontractors shall file compliance reports at reasonable times and intervals with the County in the form and to the extent prescribed by the Director of DeKalb County Purchasing and Contracting Department. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of Contractors and their subcontractors.

1. Non-Discrimination Policy

- a. During the performance of this agreement, Contractor agrees to conform to the following Non-Discrimination Policy adopted by the County.
- b. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor will take action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following:
 - (1) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- c. Without limiting the foregoing, Contractor shall not discriminate on the basis of disability in the admission or access to, or treatment or employment in, the programs and activities, which form the subject of the contract. The Contractor will take action to ensure that applicants for participation in such programs and activities are considered without regard to disability. Such action shall include, but not be limited to, the following:
 - (1) Contractor agrees to post in conspicuous places available to participants in its programs and activities notices to be provided setting forth the provisions of this non-discrimination clause.
 - (2) Contractor shall, in all solicitations or advertisements for programs or activities, which are the subject of the contract, state that all qualified

applicants will receive consideration for participation without regard to disability.

2. **Commitment**

The undersigned certifies that he/she has read, understands, and agrees to be bound by the bid specifications, including the accompanying Exhibits and other terms and conditions of the Invitation to Bid and/or Request for Proposal regarding LSBE utilization. The undersigned further certifies that he/she is legally authorized by the bidder or responder to make the statements and representations in Exhibit A and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the LSBE(s) listed in this Exhibit A, which are deemed by the owner to be legitimate and responsible LSBEs. Said agreement(s) shall be for the work and contract with the County. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the successful Bidder (i.e., Contractor) to implement any of the stated agreements, intentions, objectives, goals and commitments set forth herein without prior approval of the County, then in any such events the contractor's act or failure to act, as the case may be, shall constitute a material breach of contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights and remedies the County may have for other defaults under the Contract. Additionally, the Contractor will be subject to the loss of any future contract awards by the County for a period of one year.

Firm Name (Please Print):

Firm's Officer:

(Authorized Signature and Title Required)

Date

Sworn to and Subscribed to before me this___ day of_____, 201___.

Notary Public

My Commission

Expires:_____

**“EXHIBIT B”
LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
PROVIDING MATERIALS OR SERVICES**

Instructions:

1. Complete the form in its entirety and submit with bid documents.
2. Please be advised that LSBEs cannot be removed from a project without pre-approval from Contract Compliance.
3. Executed contracts between the Prime and LSBEs must be submitted with the bid documents. Such contracts shall include a statement that the contract will become effective only upon approval of the contract between the County and the Prime.

To: _____
(Name of Prime Contractor Firm)

From: _____ ☐ **LSBE –DeKalb** ☐ **LSBE –MSA** ☐ **MBE** ☐ **WBE**
(Name of Subcontractor Firm) (Check all that apply)

RFP Number: 16-500399

Project Name: Collection Assistance in the Recovery of Delinquent Accounts (Multi-Year Contract)

The undersigned subcontractor is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided).

Description of Materials or Services	Project Commence Date	% of Contract Award	Estimated Dollar Amount

Prime Contractor

Sub-contractor

Signature: _____ **Signature:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____



PRIME CONTRACTOR LSBE UTILIZATION REPORT
Please complete a separate form for each contract.

This report **must** be submitted with each request for payment, and not less than monthly, along with a copy of your monthly invoice (schedule of values/payment application) to the Contract Compliance Division. Failure to comply **may** result in the County commencing proceedings and/or pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by DeKalb County.

PRIME CONTRACTOR		Contract Award Amount	Complete to Date
Name:			
Address:			
Telephone #:		Fax #	Email

REPORTING PERIOD: (From - To)	
PROJECT NAME:	
ITB/RFP NUMBER:	
CONTRACT NUMBER:	
PROJECT LOCATION:	

ANY CHANGE ORDER AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$
 AMOUNT OF RETENTION THIS PERIOD: \$
 TOTAL AMOUNT RETENTIONED TO DATE: \$
 SUB-CONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Amount of Sub-Contract	Amount Paid This Period	Amount Paid To Date

Executed By: _____ Date: _____
 (Signature) (Printed Name)

Return Completed Form to:
 Contract Compliance Division, DeKalb County Purchasing and Contracting
 1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
 404-371-4795(phone) 404-371-2511 (fax)



LSBE SUB-CONTRACTOR REPORT

Please complete a separate form for each contract.

This report **must** be submitted by the 10th of each month, along with a copy of your monthly invoice and copies of any checks/payments to the Contract Compliance Division. Failure to comply **may** result in de-certification and the denial of participation in any future contracts awarded by DeKalb County.

SUB – CONTRACTOR		Sub-Contract Award Amount	% Completed to Date
Name:			
Address:			
Telephone #:		Fax#	Email

PRIME CONTRACTOR:	
CONTRACT NUMBER:	
ITB/RFP NUMBER:	
PROJECT LOCATION:	

ANY CHANGE IN AMOUNT AFFECTING SUB-CONTRACTOR UTILIZATION: \$

Date of Work	Description of Work	Current Amount Invoiced	Amount Paid To Date	Outstanding Payments/Past Due Amount
TOTALS				

Return Completed Form to:
Contract Compliance Division, DeKalb County Purchasing and Contracting
1300 Commerce Drive 2nd Floor, Decatur, Georgia 30030
404-371-4795(phone) 404-371-2511 (fax)

ATTACHMENT F

SAMPLE COUNTY CONTRACT

AGREEMENT FOR PROFESSIONAL SERVICES

DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this ____ day of ____, 20____, (hereinafter called the “execution date”) by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the “County”), and _____, a _____ organized and existing under the laws of the State of _____, with offices in _____ County, _____ (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide _____ in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

ARTICLE I. CONTRACT TERM

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 20____, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

ARTICLE II. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed _____ (\$ _____), unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor’s Cost Proposal, consisting of _____ page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Invoice(s) must be submitted as follows:

A. Original invoice(s) must be submitted to:

(insert User Department information here)

Attention: _____

B. A copy of the invoice(s) must be submitted with completed Prime Contractor LSBE (Local Small Business Enterprise) Utilization Report and LSBE Sub-Contractor Report to:

Contract Compliance Division
DeKalb County Purchasing & Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

ARTICLE III. SCOPE OF WORK

The Contractor agrees to provide all _____ services in accordance with the County's Request for Proposals (RFP) No. _____ for _____, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the County. Specific Work Authorizations will have precedence over any interpretation within the Contract.

ARTICLE IV. GENERAL CONDITIONS

A. Accuracy of Work The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. Additional Work The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. Ownership of Documents All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the

County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. Right to Audit The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. Successors and Assigns The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the County and any person, or entity or than Contractor.

F. Reviews and Acceptance Work performed by the Contractor shall be subject to review and acceptance in stages as required by the County. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. Termination of Agreement The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services

are terminated by the County, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the County. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

H. Indemnification Agreement The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the Work, to persons or property, including employees and property of the County. The Contractor shall exonerate, indemnify, and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the County Indemnitees," from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Contract or by conditions created thereby or arising out of or any way connected with Work performed under this Contract, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, Contractor shall assume and pay for, without cost to the County Indemnitees, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any County Indemnitee against claims, actions, or expenses based upon or arising out of the County Indemnitee's sole negligence. As between the County Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the County Indemnitees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or

subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

I. Insurance. Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the County covering:
 - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
 - (1) Employer's liability insurance by accident, each accident \$1,000,000
 - (2) Employer's liability insurance by disease, policy limit \$1,000,000
 - (3) Employer's liability insurance by disease, each employee \$1,000,000
 - (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
 - (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
 - (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of

\$1,000,000.

- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:

\$5,000,000 per occurrence

\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The County, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the County and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance with no cross suits exclusion. The County and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the County.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

3. Fidelity Bond coverage shall be provided. Coverage limits shall not be less than the amount scheduled in the contract.

4. Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance

applies;

- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued** to:

**DeKalb County, Georgia
Director of Purchasing & Contracting
The Maloof Center, 2nd Floor
1300 Commerce Drive
Decatur, Georgia 30030**

3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.

4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance.

5. Contractor agrees to waive all rights of subrogation and other rights of recovery against the County and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.

6. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.

7. Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to the County. Policies and Certificates of Insurance listing the County and its officers as additional insureds (except for workers' compensation insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

8. If the County shall so request, the Contractor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies. Contractor shall be responsible and have the financial wherewithal to cover any deductibles or retentions included on the certificate of insurance.

I. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial

interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

J. **Venue** This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

K. **Contractor and Subcontractor Evidence of Compliance; Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the County cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as Attachment B. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment C. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Attachment D.

L. **County Representative** The County may designate a representative through whom the Contractor will contact the County. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the County. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

M. **Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the County and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any County employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the County. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the County.

N. **Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

O. **First Source Jobs Ordinance and Preferred Employees** The Contractor is required to comply with the DeKalb County First Source Jobs Ordinance, Code of DeKalb County as Revised 1988, section 2-231 *et seq.*, and among other things, is required to make a good faith effort to hire DeKalb County residents for at least fifty percent 50% of all jobs created by an Eligible Project, as that term is defined in the First Source Ordinance, using the First Source Registry. Contractors, subcontractors, and independent contractors bidding on this contract will be encouraged by DeKalb County to have 25% or more of their labor forces for this project consist of Preferred Employees selected from the First Source Registry. The First Source Registry has Preferred Employees trained by U.S. Department of Labor registered apprenticeship programs and other partners. For information on Preferred Employees, please contact the DeKalb County Workforce Development by telephone at 404-687-3417 or 404-687-7171 or in person at 320 Church Street, Decatur, GA 30030.

P. **Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid county or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then

Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the County's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

Q. **Sole Agreement** This Contract constitutes the sole contract between the County and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the County as provided by law or in this Contract.

R. **Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference: Attachment A, Contractor's Cost Proposal; Appendix I, County's RFP; Appendix II, Contractor's Response; Attachment B, Contractor's Affidavit; Attachment C, Subcontractor's Affidavit(s); Attachment D, Sub-subcontractor's Affidavit(s); and Attachment E, Certificate of Corporate Authority or Joint Venture Certificate.

S. **Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

T. **Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the County's Chief Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the County's Executive Assistant or by the County to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested. Such notices will be addressed as follows:

If to the County:

Chief Executive Officer
Clark Harrison Center
330 West Ponce de Leon Avenue
6th Floor
Decatur, GA 30030

and

Executive Assistant
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to: Acting Chief Procurement Officer
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30030

With a copy to: Director of the Finance Department
1300 Commerce Drive
Decatur, Georgia 30030

If to the Contractor:

With a copy to:

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the County's RFP; and the Contractor's Response thereto.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)

Signature

Name (Typed or Printed)

Title

Federal Tax I.D. Number

ATTEST:

Signature

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

Department Director

by **Dir.** (SEAL)

LEE MAY
Interim Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS, CCC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

ATTACHMENT A

Contractor's Cost Proposal

APPENDIX I

Sample County Contract

“Excerpts from the Contractor’s
Response to the County’s Request
for Proposals (RFP) No. _____”

APPENDIX II

Sample County Contract

ATTACHMENT B

Contractor Affidavit under O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____(city), _____(state).

By:_____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT C

Subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (insert name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (name of Contractor) on behalf of DEKALB COUNTY, GEORGIA has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city), _____ (state).

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT E
CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the “_____”), an _____ organized and incorporated to do business under the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed _____, in his official capacity as _____ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

_____;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20_____.

(CORPORATE
SEAL)

(Secretary)

ATTACHMENT G

RESPONDER AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the responder submitting a bid to DEKALB COUNTY, GA, a political subdivision of the State of Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended].

Responder's Name

Federal Work Authorization
Enrollment Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Bidder

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

ATTACHMENT H



DeKalb Workforce Development
Where Workforce Comes Together

First Source Jobs Ordinance Acknowledgement

Contract No. _____

The DeKalb County First Source Ordinance requires contractors or beneficiaries of eligible projects entering into any type of agreement with the County, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction projects, professional or consultant services, which is funded in whole or part with County funds or County administered funds in which the contractor is to receive \$50,000 or more in County expenditures or committed expenditures and recipient of urban redevelopment action grants or community development block funds administered in the amount of \$50,000 or more to make a good faith effort to hire DeKalb County residents for at least 50% of jobs created using the First Source Registry (candidate database) within one hundred twenty (120) days of contract execution. The work to be performed under this contract is subject to the provisions of the DeKalb County First Source Jobs Ordinance. All contractors will be asked to submit copies of active payroll registers on a monthly basis to verify compliance. The undersigned acknowledges and agrees to comply with the provisions of the DeKalb County First Source Jobs Ordinance.

CONTRACTOR OR BENEFICIARY INFORMATION:

Contractor or Beneficiary Name (Signature)

Contractor or Beneficiary Name (Printed)

Title

Telephone

Email

Name of Business

Please answer the following questions:

1. How many job openings do you anticipate filling related to this contract? _____
2. How many incumbents/existing employees will retain jobs due to this contract?
DeKalb Residents: _____ Non-DeKalb Residents: _____

Please return this form to Workforce Development, fax (404) 687-4099 or email to dblake@dekalbcountyga.gov.

◆ (404) 687-3400 ◆ www.dekalbworkforce.org
DeKalb Workforce Development is a 501(c) 3 non - profit organization
An Equal Opportunity Employer/Program

ATTACHMENT I

PREFERRED EMPLOYEE TRACKING FORM

Name of Proposer: _____

Address: _____

Email: _____

Phone Number: _____

Fax Number: _____

Do you anticipate hiring from the Workforce Development Preferred Employee Candidate Registry: Yes or No (Circle which applies.)

If so, approximate number of employees you anticipate hiring: _____

Type of Employee(s) or Position(s) you anticipate hiring:	The # you anticipate hiring: